

<i>SERFF Tracking Number:</i>	<i>REGU-125739912</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Axis Reinsurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ARC-AR-FIS-08</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>AXIS Re Professional Liability Forms Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Axis Reinsurance Company

Product Name: AXIS Re Professional Liability SERFF Tr Num: REGU-125739912 State: Arkansas

Forms Filing

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI

Co Tr Num: ARC-AR-FIS-08

State Status: Fees verified and received

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Jason Graciolett

Disposition Date: 08/19/2008

Date Submitted: 07/18/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/19/2008

State Status Changed: 08/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

AXIS Reinsurance Company is submitting independent endorsements for use with various Professional Liability policies.

These endorsements are designed to be used with the policy forms previously filed by the company for various professional liability programs. Also attached is a forms index which describes each filed endorsement and indicates the policy form(s) to which the endorsement is applicable.

Created by SERFF on 08/19/2008 02:04 PM

SERFF Tracking Number: *REGU-125739912* *State:* *Arkansas*
Filing Company: *Axis Reinsurance Company* *State Tracking Number:* *EFT \$50*
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TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *AXIS Re Professional Liability Forms Filing*
Project Name/Number: */*

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: AR is \$50 per forms filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Axis Reinsurance Company	\$50.00	07/18/2008	21493861

SERFF Tracking Number: REGU-125739912 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/19/2008	08/19/2008

SERFF Tracking Number: *REGU-125739912* *State:* *Arkansas*
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Product Name: *AXIS Re Professional Liability Forms Filing*
Project Name/Number: */*

Disposition

Disposition Date: 08/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125739912 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: EFT \$50
Company Tracking Number: ARC-AR-FIS-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: AXIS Re Professional Liability Forms Filing
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Side-By-Side Comparison	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Form	PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT	Approved	Yes
Form	SECTION 11 AND 12 ENDORSEMENT	Approved	Yes
Form	AMEND SUBROGATION PROVISION ENDORSEMENT	Approved	Yes
Form	EXTRADITION COVERAGE ENDORSEMENT	Approved	Yes
Form	WAGE AND HOUR EXCLUSION ENDORSEMENT	Approved	Yes
Form	RETENTION ENDORSEMENT	Approved	Yes
Form	AMEND DEFENSE AND SETTLEMENT ENDORSEMENT	Approved	Yes
Form	AMEND DEFENSE AND SETTLEMENT ENDORSEMENT	Approved	Yes
Form	JOINT VENTURE ENDORSEMENT	Approved	Yes
Form	AMEND OTHER INSURANCE CLAUSE ENDORSEMENT	Approved	Yes
Form	AMEND DEFINITION OF PLAN ENDORSEMENT	Approved	Yes
Form	PAYMENTS EXCLUSION	Approved	Yes
Form	REGULATORY CLAIMS SUBLIMIT ENDORSEMENT	Approved	Yes
Form	RUN-OFF ENDORSEMENT	Approved	Yes
Form	RUN-OFF ENDORSEMENT	Approved	Yes
Form	INSURED PAYMENT ENDORSEMENT	Approved	Yes
Form	NOT FOLLOW PRIMARY ENDORSEMENT	Approved	Yes

SERFF Tracking Number: REGU-125739912 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: EFT \$50

Company Tracking Number: ARC-AR-FIS-08

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: AXIS Re Professional Liability Forms Filing

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT	DO 1039 (Ed. 11/2007)	11/2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DO 1039 (Ed. 02/2003) Previous Filing #: ARC-AR-PLF-07 - state tracking number AR-PC-07-024989	0.00	DO1039-1107 Professional Services Exclusion.pdf
Approved	SECTION 11 AND 12 ENDORSEMENT	DO 1057 (0507)	0507	Endorsement/Amendment/Conditions		0.00	DO 1057 0507 Sec 11 and 12 Endorsement.pdf
Approved	AMEND SUBROGATION PROVISION ENDORSEMENT	DO 1062 (Ed. 0907)	0907	Endorsement/Amendment/Conditions		0.00	DO 1062 0907 Amend Subrogation Provision Endorsement.pdf
Approved	EXTRADITION COVERAGE ENDORSEMENT	DO 1063 (Ed. 0408)	0408	Endorsement/Amendment/Conditions		0.00	DO 1063 0408 Extradition Coverage Endorsement.pdf
Approved	WAGE AND HOUR EXCLUSION ENDORSEMENT	EP 1030 (Ed. 0807)	0807	Endorsement/Amendment/Conditions		0.00	EP 1030 0807 Wage and Hour Exclusion Endorsement.pdf
Approved	RETENTION ENDORSEMENT	EP 1033 (Ed. 0907)	0907	Endorsement/Amendment		0.00	EP 1033 0907

SERFF Tracking Number: REGU-125739912 State: Arkansas
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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: AXIS Re Professional Liability Forms Filing
Project Name/Number: /

				ent/Condi tions		Retention Endorsemen t.pdf
Approved	AMEND DEFENSE AND SETTLEMENT ENDORSEMENT	EP 1034 (Ed. 1007)	1007	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 1034 1007 Amend Defense and Settlement Endorsemen t.pdf
Approved	AMEND DEFENSE AND SETTLEMENT ENDORSEMENT	EP 1035 (Ed. 0308)	0308	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 1035 0308 Amend Defense and Settlement Endorsemen t.pdf
Approved	JOINT VENTURE ENDORSEMENT	EP 1036 (Ed. 0308)	0308	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 1036 0308 Joint Venture Endorsemen t.pdf
Approved	AMEND OTHER INSURANCE CLAUSE ENDORSEMENT	EP 1037 (Ed. 0308)	0308	Endorseme New nt/Amendm ent/Condi tions	0.00	EP 1037 0308 Amend other Insurance Clause Endorsemen t.pdf
Approved	AMEND DEFINITION OF PLAN ENDORSEMENT	FL 1022 (Ed. 0408)	0408	Endorseme New nt/Amendm ent/Condi tions	0.00	FL 1022 0408 Amend Definition of Plan Endorsemen t.pdf
Approved	PAYMENTS EXCLUSION	MU 1055 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi tions	0.00	MU 1055 0606 Payments Exclusion.pd f

SERFF Tracking Number: REGU-125739912 State: Arkansas
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: AXIS Re Professional Liability Forms Filing
 Project Name/Number: /

Approved	REGULATORY CLAIMS SUBLIMIT ENDORSEMENT	MU 1075 (Ed. 0807)	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	MU 1075 0807 Regulatory Claims Sublimit Endorsemen t.pdf
Approved	RUN-OFF ENDORSEMENT	NP 1031 (Ed. 0807)	0807	Endorseme New nt/Amendm ent/Condi ons	0.00	NP 1031 0807 Run- Off.pdf
Approved	RUN-OFF ENDORSEMENT	PV 1004 (Ed. 0407)	0407	Endorseme New nt/Amendm ent/Condi ons	0.00	PV 1004 0407 Run- Off Endorsemen t.pdf
Approved	INSURED PAYMENT ENDORSEMENT	SE 1036 (Ed. 0208)	0208	Endorseme New nt/Amendm ent/Condi ons	0.00	SE 1036 0208 Insured Payment Endorsemen t.pdf
Approved	NOT FOLLOW PRIMARY ENDORSEMENT	SE 1037 (Ed. 0308)	0308	Endorseme New nt/Amendm ent/Condi ons	0.00	SE 1037 0308 Not Follow Primary Endorsemen t.pdf

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

It is agreed that in consideration of the premium charged, it is hereby understood that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Policyholder's** or any **Insured's** performance of or failure to perform professional services or medical services for others for a fee, or any act, error or omission relating thereto, including, but not limited to any software design, development, implementation to installation or computer programming services offered in connection therewith.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SECTION 11 AND 12 ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The Insurer will not assert that the portion of any settlement in a **Securities Claim** arising from an initial or subsequent public offering of the **Policyholder's** securities is not within the definition of **Loss**, as set forth in this Policy, due to the alleged violations of Section 11 and/or 12 of the Securities Act of 1933 as amended; provided that all such **Loss** shall still be subject to the exclusions to the definition of **Loss** listed in Section III Definitions I., numbered subparagraphs 1-6 of this Policy.
2. Section IV. EXCLUSIONS A. 10. (a) of this Policy will not apply to allegations in a **Securities Claim** asserted against any **Insured Individual** under Section 11 and/or 12 of the Securities Act of 1933 as amended arising out of an initial or subsequent public offering of the **Policyholder's** securities.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND SUBROGATION PROVISION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration the premium charged, it is agreed that Section VIII. GENERAL CONDITIONS, H. Subrogation of this Policy is deleted and replaced in its entirety by the following:

"H. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, and the **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insureds**. In no event, however, shall the Insurer exercise its rights of subrogation against an **Insured** under this Policy unless such **Insured** has been convicted of a criminal act; or has committed a deliberate fraudulent act, if a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured** establishes that such deliberate fraudulent act was committed; or has obtained any profit or advantage to which a judgment or final adjudication or an alternative dispute resolution proceeding adverse to the **Insured** establishes the **Insured** was not legally entitled."

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

EXTRADITION COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration the premium charged, it is agreed that:

1. Section III. DEFINITIONS, B. **Claim** of this Policy is amended by the addition of the following:
“**Claim** also means any:
 - (a) official request for **Extradition** of any **Insured Individual**; or
 - (b) the execution of a warrant for the arrest of an **Insured Individual** where such execution is an element of **Extradition**.”
2. Section III. DEFINITIONS, C. **Defense Costs** of this Policy is amended by the addition of the following:
“**Defense Costs** also means reasonable and necessary fees, costs and expenses incurred through legal counsel and consented to by the Insurer resulting from an **Insured Individual** lawfully:
 - (a) opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Insured Individual**; or
 - (b) appealing any order or other grant of **Extradition** of that **Insured Individual**.”
3. For the purposes of this endorsement, the term “**Extradition**” means any formal process by which an **Insured Individual** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

WAGE AND HOUR EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The following Exclusion is hereby added to this Policy and shall be deemed to be an Exclusion set forth in Section IV. EXCLUSIONS, A. of this Policy:

"The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any:

- a. refusal, failure, inability, misrepresentation, breach of contract, or **Wrongful Act** of any **Insured** to pay wages, overtime pay, commissions, or other compensation for services rendered (hereinafter, "**Earned Wages**") (as opposed to tort-based **Back Pay** or **Front Pay** damages);
 - b. improper payroll deductions taken by any **Insured** from any **Employee** or purported employee;
 - c. unfair business practice claim alleged because of the failure to pay **Earned Wages**;
 - d. **Claim** seeking **Earned Wages** because any **Employee** or purported employee was improperly classified or mislabeled as "exempt" or "non-exempt";
 - e. **Claim** for "off the clock" work;
 - f. failure to provide rest or meal periods; or
 - g. failure to timely pay **Earned Wages**."
2. For the purposes of this Endorsement, the term **Back Pay** shall mean all wages and/or other employment benefits an employee would have earned if the alleged **Wrongful Act** that affected the employee's job-related compensation had not occurred, less any amounts the employee received or was actually paid during the time period between the loss of employment caused by the **Wrongful Act** and the time of the judgment. **Back Pay** does not include any wages or other employment benefits already earned by an employee.
 3. For the purposes of this Endorsement, the term **Front Pay** shall mean prospective wages and/or other employment benefits awarded in lieu of traditional rightful place relief such as hiring, promotion, or reinstatement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. No retention shall apply to **Loss** incurred by an **Insured Individual** for which:
 - a. the **Policyholder** is not permitted by law to indemnify such **Insured Individual**; or
 - b. the **Policyholder** is permitted or required by law to indemnify such **Insured Individual**, but does not do so solely by reason of **Financial Impairment**.
2. For the purposes of this Policy, the term **Financial Impairment** means:
 - a. the appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Policyholder**; or
 - b. the **Policyholder** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFENSE AND SETTLEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section V. C., Defense and Settlement, of this Policy is deleted and amended to read as follows:

“C. Defense and Settlement

The Insurer shall have both the right and the duty to defend and appoint counsel with respect to any **Claim** made against the **Insureds** alleging a **Wrongful Act**, even if such **Claim** is groundless, false or fraudulent. The **Insureds** shall have the right, at their own expense, to associate with the Insurer in the defense of any **Claim**, including but not limited to negotiating a settlement. However, the Insurer shall not be obligated to defend any **Claim** after the Limit of Liability set forth in Item 3 in the Declarations has been exhausted or after the rejection of a settlement offer as described below.

The **Insureds** shall not settle any **Claim**, incur any **Defense Costs**, admit or assume any liability, stipulate to any judgment, or otherwise assume any contractual obligation, without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs**, assumed obligation, admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated. The **Insureds** will provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests. The **Insureds** shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. Notwithstanding the foregoing, the Insurer's consent shall not be required with respect to any **Claim**, if the total **Loss** (inclusive of **Defense Costs**) arising from such **Claim** is less than fifty (50) percent of the applicable Retention set forth in Item 4 in the Declarations.

If the Insurer recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant (a “Proposed Settlement”) and the **Insureds** unreasonably refuse to consent, then the Insurer's liability for all **Loss**, including **Defense Costs**, on account of such **Claim** shall not exceed:

- (a) the amount of the Proposed Settlement plus **Defense Costs**, incurred up to the date of the **Insured's** refusal to consent to Proposed Settlement of such **Claim**; plus;
- (b) seventy (70) percent of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above, incurred in connection with such **Claim**; subject in all events to the available Limit of Liability set forth in the Declarations. The remaining thirty (30) percent of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above will be borne by the **Insured** uninsured and at its own risk.

However, in no event shall the Insurer's liability exceed the Limit of Liability set forth in Item 3 in the Declarations.”

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFENSE AND SETTLEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section V. C., Defense and Settlement, of this Policy is deleted and amended to read as follows:

“C. Defense and Settlement

The Insurer shall have both the right and the duty to defend and appoint counsel with respect to any **Claim** made against the **Insureds** alleging a **Wrongful Act**, even if such **Claim** is groundless, false or fraudulent. The **Insureds** shall have the right, at their own expense, to associate with the Insurer in the defense of any **Claim**, including but not limited to negotiating a settlement. However, the Insurer shall not be obligated to defend any **Claim** after the Limit of Liability set forth in Item 3 in the Declarations has been exhausted or after the rejection of a settlement offer as described below.

The **Insureds** shall not settle any **Claim**, incur any **Defense Costs**, admit or assume any liability, stipulate to any judgment, or otherwise assume any contractual obligation, without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs**, assumed obligation, admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated. The **Insureds** will provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests. The **Insureds** shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. Notwithstanding the foregoing, the Insurer's consent shall not be required with respect to any **Claim**, if the total **Loss** (inclusive of **Defense Costs**) arising from such **Claim** is less than fifty (50) percent of the applicable Retention set forth in Item 4 in the Declarations.

If the Insurer recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant (a “Proposed Settlement”) and the **Insureds** unreasonably refuse to consent, then the Insurer's liability for all **Loss**, including **Defense Costs**, on account of such **Claim** shall not exceed:

- (a) the amount of the Proposed Settlement plus **Defense Costs**, incurred up to the date of the **Insured's** refusal to consent to Proposed Settlement of such **Claim**; plus;
- (b) eighty (80) percent of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above, incurred in connection with such **Claim**; subject in all events to the available Limit of Liability set forth in the Declarations. The remaining twenty (20) percent of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above will be borne by the **Insured** uninsured and at its own risk.

However, in no event shall the Insurer's liability exceed the Limit of Liability set forth in Item 3 in the Declarations.”

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

JOINT VENTURE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section III. DEFINITIONS, **Subsidiary** of this Policy is deleted and amended to read in its entirety as follows:

"U. **Subsidiary** means:

- A. any entity in which and so long as the **Parent Company**, either directly or indirectly:
 - 1. owns more than fifty (50) percent of the issued and outstanding voting equity securities; or
 - 2. controls voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees; or
- B. any joint venture in which and so long as the **Parent Company**, either directly or indirectly owns more than fifty (50) percent of the issued and outstanding voting stock of such corporation; or
- C. any joint venture in which an **Insured** owns exactly fifty (50) percent of the issued and outstanding voting stock if pursuant to a written agreement made with the owner(s) of the remaining issued and outstanding voting stock, the **Parent Company** entirely controls the management and operation of such joint venture;

on or before the effective date of this Policy, or after the effective date of this Policy if the entity is covered pursuant to Section VIII.A.1, solely with regard to **Wrongful Acts** occurring at or after the time such entity became a **Subsidiary**."

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND OTHER INSURANCE CLAUSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. D. of this Policy is deleted and amended to read in its entirety as follows:

“D. Other Insurance

If any **Loss** arising from any **Third Party Claim**, is insured by any other policy(ies) of insurance, prior or current, then this Policy shall apply only in excess of and will not contribute with the amount of any deductibles, retentions and limits of liability under such other valid and collectible policy(ies) whether such policy(ies) is stated to be primary, contributory, excess, contingent or otherwise, unless such policy(ies) is written to be specifically excess of this Policy by reference in such other policy(ies) to this Policy's Policy Number indicated in the Declarations.

In all other events, this Policy is intended to provide primary insurance.”

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF PLAN ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section III. DEFINITIONS P. **Plan(s)**, 2. is deleted and amended to read in its entirety as follows:

- "2. a pension plan (whether or not qualified pursuant to the Internal Revenue Code), as defined in **ERISA**, (other than an **ESOP**) sponsored solely by the **Policyholder** or sponsored jointly by the **Policyholder** and a labor organization, solely for the benefit of the employees of the **Policyholder**, provided that prior to the inception date of this Policy, such plan has been reported in writing to the Insurer pursuant to the terms of the application for this Policy or pursuant to the terms of any prior policy issued by the Insurer or the application for such policy and provided that the **Policyholder** shall have paid any premium required for such plan;"

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PAYMENTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to:

- (i) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or "Affiliates" (as that term is defined in The Securities Exchange Act of 1934, Including any officers, directors, agents, owner, partners, representatives, principal shareholders or employees of such Affiliates) of any customers of the company or any members of their family or any entity with which they are affiliated; or
- (iii) Political contributions, whether domestic or foreign.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

REGULATORY CLAIMS SUBLIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF FORM>

In consideration of the premium charged, it is hereby understood and agreed that:

1. The Insurer's maximum aggregate limit of liability under this Policy for all **Regulatory Claims** shall be <DOLLAR SUB-LIMIT AMOUNT>, which amount shall be part of and not in addition to the Insurer's maximum aggregate limit of liability set forth in Item 3 of the Declarations of this Policy.
2. For the purposes of this Policy the term **Regulatory Claim** means any **Claim(s)** made against any **Insured(s)** based upon arising from or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any and all **Claim(s)** brought by any local, state or federal governmental body and/or any agency or subdivision thereof.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreements of this Policy is deleted and amended to read in its entirety as follows:

“I. INSURING AGREEMENT

The Insurer shall pay in connection with a **Wrongful Act** which takes place before <DATE> all **Loss** on behalf of any **Insured**, which such **Insured** becomes legally liable to pay arising from any **Claim** for a **Wrongful Act** first made against such **Insured** during the **Policy Period** and reported in writing to the Insurer as soon as practicable after a director, officer or trustee of the **Policyholder**, or an individual serving a similar functional capacity, first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period**.”

2. Section II. C., Section VIII. A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
3. Section VIII. C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of the **Policy Period** listed in Item 2. of the Declarations.
4. In all events the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after <DATE>.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreements of this Policy is deleted and amended to read in its entirety as follows:

The Insurer shall pay in connection with a **Wrongful Act** per the Insuring Agreements below, which takes place before <DATE>:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY

- (A) all **Loss** on behalf of any **Insured** arising from any **D&O Claim** for a **Wrongful Act**, other than a **Wrongful Act** while serving in an **Outside Position**, first made against such **Insured**;

EMPLOYMENT PRACTICES LIABILITY

- (B) all **Loss** on behalf of any **Insured** arising from any:

- (1) **Employment Practices Claim** for a **Wrongful Act** first made against such **Insured** by or on behalf of any **Employee**; or
- (2) **Third Party Claim** for a **Wrongful Third Party Act** first made against such **Insured**, but solely if such coverage is purchased and marked as "included" in Item 7. of the Declarations;

FIDUCIARY LIABILITY

- (C) all **Loss** on behalf of any **Insured** arising from any **Fiduciary Claim** for a **Wrongful Act** first made against such **Insured**;

OUTSIDE EXECUTIVE LIABILITY

- (D) all **Loss** on behalf of any **Insured Individual** arising from any **D&O Claim** for a **Wrongful Act** while serving in an **Outside Position** first made against such **Insured Individual**;

during the **Policy Period** and reported in writing to the Insurer as soon as practicable after any of the **Policyholder's Executive Officers** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period**.

Coverage under each Insuring Agreement above shall only be included in this Policy if such Insuring Agreement is marked as "included" in Item 6. of the Declarations.

2. Section II. C., Section VIII A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.

3. Section VIII C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of the **Policy Period** listed in Item 2. of the Declarations.
4. In all events the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after <DATE>.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INSURED PAYMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that the second paragraph of Section I., INSURING AGREEMENT, of this Policy is deleted and amended to read in its entirety as follows:

The insurance afforded under this Policy shall apply only after the **Underlying Insurers** and/or the **Insureds** or the **Policyholder** shall have paid, in currency of legal tender, the full amount of the **Underlying Limits** for covered loss under the **Underlying Insurance** and the **Policyholder** or the **Insureds** shall have paid the full amount of the applicable retention amount under any **Underlying Insurance**.

In no way shall such payment by the **Insureds** constitute a waiver of any terms, conditions or exclusion of the **Underlying Insurance** or this Policy and nothing herein shall affect the **Insurer's** rights under this Policy to adjust, investigate or deny claims or to otherwise reserve its rights under this Policy with respect to any **Claim** under any Insuring Agreement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NOT FOLLOW PRIMARY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that:

1. Coverage under this Policy shall not follow the terms and conditions of or provide coverage excess of Endorsement(s) No(s). <NUMBERS> of the **Primary Policy**. Furthermore, if Endorsement(s) No.(s) <NUMBERS> contain a sublimit(s) of liability, the **Insurer** shall not drop down as excess of the sublimit of liability set forth in Endorsement(s) No(s). <NUMBERS> of the **Primary Policy**.
2. However, solely for the purposes of determining when this Policy attaches, the **Insurer** shall recognize the dilution of limit of liability of the **Primary Policy** as a result of coverage provided under Endorsement(s) No(s). <NUMBERS> of the **Primary Policy**.

All other provisions remain unchanged.

Authorized Representative

Date

<i>SERFF Tracking Number:</i>	<i>REGU-125739912</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Axis Reinsurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ARC-AR-FIS-08</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>AXIS Re Professional Liability Forms Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125739912 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: EFT \$50
Company Tracking Number: ARC-AR-FIS-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: AXIS Re Professional Liability Forms Filing
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/19/2008

Comments:

Attachments:

AR - NAIC.pdf
AR - NAIC 2.pdf

Satisfied -Name: Filing Authorization **Review Status:** Approved 08/19/2008

Comments:

Attachment:

1. Second ARC Multi-Program Endorsement Authorization Letter.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 08/19/2008

Comments:

Attachment:

2. FIS Second Periodic ARC Multiple Programs Endorsements Filing Expl Memo.pdf

Satisfied -Name: Side-By-Side Comparison **Review Status:** Approved 08/19/2008

Comments:

Attachment:

3. DO1039-0203 Professional Services Exclusion- RED LINE VERSION.pdf

Satisfied -Name: Forms List **Review Status:** Approved 08/19/2008

Comments:

Attachment:

4. FIS ARC Optional Endorsements List MULTISTATE.pdf

Property & Casualty Transmittal Document

<div> <div>1 . Reserved for Insurance Dept. Use Only</div> </div>	<div>2. Insurance Department Use only</div>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

[illegible]

5.	Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
7.	Signature of authorized filer				
8.	Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)				
10.	Sub-Type of Insurance (Sub-TOI)				
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:		Renewal:	
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing				
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)
------------	---

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
-----------	--

		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	---	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		[] New [] Replacement [] Withdrawn	
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	

Property & Casualty Transmittal Document

<div> <div>1 .</div> <div>Reserved for Insurance Dept. Use Only</div> </div>	<div>2. Insurance Department Use only</div>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

[illegible]

5.	Company Tracking Number	
----	-------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
7.	Signature of authorized filer				
8.	Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)				
10.	Sub-Type of Insurance (Sub-TOI)				
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:		Renewal:	
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing				
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)
------------	---

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
-----------	--

		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	---	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		[] New [] Replacement [] Withdrawn	
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	



July 15, 2008

Re: AXIS Reinsurance Company
NAIC Number 3416-20370, FEIN 51-0434766

To Whom It May Concern:

Insurance Regulatory Consultants, LLC (IRC) is hereby authorized to submit rate, rule, and form filings on behalf of **AXIS Reinsurance Company**. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Insurance Regulatory Consultants at the following address:

Insurance Regulatory Consultants, LLC (IRC)
50 Broad Street, Suite 501
New York, NY 10004
(212) 571-3989
(212) 571-2502 (fax)

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in cursive script, reading "R. Kreis".

Roseanna Kreis
Regulatory Filing Analyst
Telephone 678-746-9402
Fax 678-746-9317
Roseanna.kreis@axiscapital.com

AXIS REINSURANCE COMPANY

EXPLANATORY MEMORANDUM

Professional Liability Endorsements

With this filing, AXIS Reinsurance Company is submitting independently developed endorsements prepared for use with its various previously filed Professional Liability policies.

The endorsement numbering prefix protocol corresponds with the policy form to which the endorsement will be used as follows (Endorsements applicable to all policy types may not be included in this filing):

- DO – Directors & Officers Liability
- EP – Employment Practices Liability
- FL - Fiduciary Liability
- NP – Not For Profit Organization Liability
- PV – Privatus Program
- SE - SecurExcess
- MU – Multiple-Use (with more than one of the above policy forms)

The enclosed exhibit describes the endorsements by policy type, and indicates the policy forms to which each of the specific multiple-use endorsements apply.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained in the previously submitted rating plans for these programs.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Policyholder's** or any **Insured's** performance of or failure to perform professional services or medical services for others for a fee, or any act, error or omission relating thereto, including, but not limited to any software design, development, implementation to installation or computer programming services offered in connection therewith.

Deleted: , it is agreed that in consideration of the premium charged

All other provisions remain unchanged.

Authorized Representative

Date

SUPPLEMENTAL ENDORSEMENTS INDEX
MULTI-STATE

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
DO 1039 1107		Professional Services Exclusion - This endorsement is being amended to correct a typographical error (deletion of repetitive wording, "In consideration of the premium charged, it is agreed that in consideration of the premium charged...")
DO 1057 0507		Section 11 and 12 of the Securities Act of 1933 - Section 11 and 12 of the Securities Act of 1933
DO 1062 0907		Amend Subrogation Provision Endorsement - Amend subrogation to align with fraud and personal profit exclusions
DO 1063 0408		Extradition Coverage Endorsement - Add extradition coverage
EP 1030 0807		Wage and Hour Exclusion Endorsement- Excludes FLSA claims
EP 1033 0907		Retention Endorsement- No retention for non-identifiable claims.
EP 1034 1007		Amend Defense and Settlement Endorsement - Amends settlement clause to 70/30
EP 1035 0308		Amend Defense and Settlement Endorsement- Amends the settlement clause to 80/20
EP 1036 0308		Joint Venture Endorsement - Add coverage for a joint venture
EP 1037 0308		Amend other Insurance Clause Endorsement- Amend Other Insurance Clause to valid and collectible wording
FL 1022 0408		Amend Definition of Plan Endorsement- Amend definition of Plan to include both qualified and unqualified plans
MU 1055 0606	DO, NP, SE, EP, FL, PV	Payments Exclusion - Commissions, gratuities, political contributions exclusion. This endorsement was previously filed under the name Commissions Contributions. The title has been change to better clarify the subject of the endorsement.
MU 1075 0606	DO, NP, SE, EP, FL, PV	Regulatory Claims Sublimit Endorsement - Use to establish a sublimit for all Regulatory Claims under the Policy
NP 1031 0807		Run-Off Endorsement- New Business (from Inception) Run-off - Changes the insuring agreement, premium fully earned/noncan; deletes ERP and conversion of coverage for acquisition provisions.
PV 1004 0407		Run off Endorsement - This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
SE 1036 0208		Insured Payment Endorsement- Recognize insured payment – no conditions
SE 1037 0308		Not Follow Primary Endorsement- Not follow form of Primary endorsement, not drop over its sublimit, if any.